

# TomTom Telematics Limited Warranty - PRO 8xxx Driver Terminals

## WARRANTOR

**Non-U.S. and non-Canadian purchases:** If you have made your purchase outside the United States and Canada, this Limited Warranty is granted by and this Limitation of Liability is stipulated for the benefit of TomTom Telematics B.V., De Ruijterkade 154, 1011 AC Amsterdam, The Netherlands ("TomTom").

**U.S. and Canadian purchases:** If you have made your purchase inside the United States and Canada, this Limited Warranty is granted by and this Limitation of Liability is stipulated for the benefit of TomTom Inc. private company having its official seat at Boston and office at 2400 District Avenue, Suite 410 – Burlington, MA 01803 ("TomTom").

## WHAT THIS WARRANTY COVERS

1 TomTom warrants to you that the PRO 8xxx Driver Terminals ("Hardware") will be free from defects in workmanship and materials under normal use ("Defects") for a period of two (2) years from the date that the Hardware was first purchased by you ("Warranty Period"). During the Warranty Period the Hardware will be repaired or replaced at TomTom's choice ("Limited Warranty") without charge to you for either parts or labour. This Limited Warranty covers the replacement of the Hardware only. If the Hardware is repaired after the Warranty Period has expired, the Warranty Period for the repair will expire six (6) months after the date of repair.

This Warranty only covers the PRO 8xxx Driver Terminals.

## WHAT THIS WARRANTY DOES NOT COVER

2 The Limited Warranty does not apply to normal wear and tear, does not apply when the Hardware is opened or repaired by someone not authorized by TomTom and does not cover repair or replacement of any Hardware or part thereof damaged by: misuse, moisture, liquids, proximity or exposure to heat and accident, abuse, non-compliance with the instructions supplied with the Hardware, neglect or misapplication. The Limited Warranty does not cover physical damage to the surface of the Hardware. This Limited Warranty does not cover any software that may accompany or be installed on the Hardware. The Limited Warranty does not cover the installation, removal or maintenance of the Hardware or any costs related herewith.

## HOW TO MAKE A WARRANTY CLAIM

3 In order to make a claim of a Defect, you must contact TomTom during the Warranty Period via [www.tomtom.com/telematics](http://www.tomtom.com/telematics) to explain the Defect and to obtain an RMA number (Return Materials Authorization) if necessary. You must return the Hardware during the Warranty Period, along with the RMA number provided by TomTom and an explanation of the Defect, to the address provided to you by TomTom. If a defect arises and a valid claim under this Limited Warranty is received by TomTom after the first one hundred and eighty (180) days of the Warranty Period, TomTom is entitled to charge you for any reasonable shipping and handling costs made in connection with the repair or replacement of the Hardware. You must comply with any other return procedures stipulated by TomTom, if any.

## YOUR LEGAL RIGHTS

4 Some countries may not allow the exclusion or limitation of damages. If any part of this Limited Warranty is held to be invalid or unenforceable, the remainder of the Limited Warranty shall nonetheless remain in full force and effect.

5 This Limited Warranty is the only express warranty made to you and is provided in lieu of any other express warranties or similar obligations (if any) created by any advertising, documentation, packaging, or other communications.

6 Except for the Limited Warranty and to the maximum extent permitted by applicable law, TomTom and its suppliers provide the Hardware "AS IS AND WITH ALL FAULTS", and hereby disclaim all other warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of satisfactory quality, of fitness for a particular purpose, of reliability or availability, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of reasonable care and skill, all with regard to the Hardware, and the provision of or failure to provide support or other services, information, software, and related content through the Hardware or otherwise arising out of the use of the Hardware. Also, there is no warranty or condition of quiet enjoyment, quiet possession, or non-infringement with regard to the Hardware. This exclusion does not apply to

(I) any implied condition as to title and

(II) any implied warranty as to conformity with description.

7 This Limited Warranty does not affect any legal rights under applicable national legislation governing the sale of consumer goods.

8 This Limited Warranty cannot be transferred to any other person.

## LIMITATION OF LIABILITY

9 Neither TomTom nor its suppliers shall be liable to you or to any third party for any damages either direct, indirect, incidental, consequential or otherwise (including in each case, but not limited to, damages for the inability to use the equipment or access data, loss of data, loss of business, loss of profits, business interruption or the like) arising out of the use of or inability to use the Hardware even if TomTom has been advised of the possibility of such damages.

10 Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced herein and all direct or general damages in contract or anything else), the entire liability of TomTom and any of its suppliers shall be limited to the amount actually paid by you for the Hardware.

11 TomTom shall not be liable for

(I) any fraud on the part of its employees and/or agents; or

(II) any fraudulent misrepresentation on the part of its employees and/or agents.

12 Notwithstanding the above, neither party's liability for death or personal injury resulting from its own negligence shall be limited.